

02-02-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
GNLV, Corp.

1-27-04

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State

☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution date: January 23, 2004

2. Name and address of receiving party(ies):
Name:

Wells Fargo Bank, National Association

Internal

Address: Corporate Trust

Sixth Street and Marquette
Street Address: Avenue, MAC N9303-120

City: Minneapolis State: MN Zip: 55479

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other National Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/328989, 76/332583,
76/332580

Additional number(s) attached

B. Trademark Registration No.(s) 1082078, 1082044,
1142119, 1196198, 1214357, 2682862, 2760853 and others
listed on Schedule I☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mona Al-Sharmani, Esq.

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41): \$ 690.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremitaggio

Name of Person Signing

Signature

January 27, 2004

Date

Total number of pages including cover sheet, attachments, and document:

10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01/30/2004 LMUELLER 00000101 230800 76328989

01 FC:8521

40.00 DA

02 FC:8522

650.00 DA

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
GOLDEN NUGGET	United States	1,082,078 (73/113,493)	1/10/1978 (1/24/1977)	Registered
GOLDEN NUGGET	United States	1,082,044 (73/113,492)	1/10/1978 (1/24/1977)	Registered
GOLDEN NUGGET	United States	1,142,119 (73/184,026)	12/2/1980 (8/30/1978)	Registered
GOLDEN NUGGET	United States	1,196,198 (73/227,853)	5/25/1982 (8/17/1979)	Registered
GOLDEN NUGGET	United States	1,214,357 (73/347,549)	10/26/1982 (1/28/1982)	Registered
GOLDEN NUGGET (Stylized Letters)	United States	2,682,862 (76/332,581)	2/4/2003 (10/31/2001)	Registered
GOLDEN NUGGET (Stylized Letters)	United States	(76/328,989)	(10/22/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/332,583)	(10/31/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	2,760,853 (76/332,582)	09/09/2003 (10/31/2001)	Registered
GOLDEN NUGGET (Stylized Letters)	United States	(76/332,580)	(10/31/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/332,579)	(10/31/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/348,789)	(12/14/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/329,099)	(10/22/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/329,086)	(10/22/2001)	Pending
GOLDEN NUGGET <i>and Design</i>	United States	1,199,956 (73/268,240)	6/29/1982 (6/30/1980)	Registered
GOLDEN NUGGET <i>and Design</i>	United States	1,203,988 (73/268,239)	8/3/1982 (6/30/1980)	Registered
GOLDEN NUGGET <i>and Design</i>	United States	1,554,155 (73/768,955)	8/29/1989 (12/12/1988)	Registered
GOLDEN NUGGET <i>and Design</i>	United States	2,240,084 (75/141,008)	4/20/1999 (7/25/1996)	Registered
GOLDEN NUGGET LAS VEGAS PLAYERS CLUB <i>and</i>	United States	(76/382,324)	(3/13/2002)	Pending

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
<i>Design</i>				
24 KARAT CLUB	United States	(75-493,206)	(5/29/1998)	Request made to PTO to remove suspension on 6/19/03
FLAMING 777	United States	1,864,407 (74-382,867)	11/22/1994 (4/21/1993)	Registered
GN and Design	United States	(76-332,578)	(10/31/2001)	Pending
GN and Design	United States	(76-328,990)	(10/22/2001)	Pending
GN and Design	United States	(76-348,790)	(12/14/2001)	Pending
LILLIE LANGTRY'S	United States	1,164,118 (73-126,956)	8/4/1981 (5/16/1977)	Registered
ZAX and Design	United States	(76-346,887)	(12/7/2001)	Pending
MARCH FEVER	United States	(76-537,167)	(8/4/2003)	Pending
LILLIE LANGTRY'S	California	37075	6/29/1990	Registered
GOLDEN NUGGET	New Jersey	15,242	6/1/1998	Registered
GOLDEN NUGGET	New Jersey	9125	1/30/1990	Registered
LILLIE LANGTRY'S	New Jersey	15,243	6/1/1998	Not renewed ¹
24 KARAT CLUB	Nevada	Bk 31 pg 99	7/6/1998	Registered
FAST BUCK	Nevada	Bk 23 Pg 314	1/24/1990	Registered
GOLDEN NUGGET GRAND PRIX OF SLOTS	Nevada	Bk 20 Pg 702	3/19/1987	Registered
GOLDEN NUGGET REEL OF FORTUNE	Nevada	Bk 21 Pg 546	2/9/1988	Registered
GOLDEN NUGGET THE SPORTS BOOK	Nevada	Bk 21 pg 283	9/2/1987	Registered
GRAND PRIX OF SLOTS	Nevada	Bk 20 Pg 703	3/19/1987	Registered
LILLIE LANGTRY'S and Design	Nevada	Bk 14 Pg 557	5/5/1977	Registered
NEPTUNE'S TREASURE	Nevada	Bk 23 Pg 312	1/24/1990	Registered
NICKELODEON (Stylized Letters)	Nevada	Bk 22 Pg 430	3/1/1989	Registered
PLAY IT SAFE	Nevada	Bk 24 Pg 265	2/21/1991	Registered
QUARTERS JUBILEE and Design	Nevada	Bk 31 Pg 527	12/17/1998	Registered
REEL OF FORTUNE and Design	Nevada	Bk 21 Pg 547	2/9/1988	Registered
STEFANO'S (Stylized Letters)	Nevada	Bk 21 Pg 123	5/29/1987	Registered
SUPER FAST BUCK	Nevada	Bk 24 Pg 237	2/5/1991	Registered
THE SPORTS BOOK and	Nevada	Bk 21 Pg 284	9/2/1987	Registered

¹ Renewal due June 1, 2003.

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
Design				
ZODIAC REELS OF FORTUNE	Nevada	Bk 22 Pg 727	6/13/1989	Registered
LILLIE LANGTRY'S	New York	S17018	4/9/1990	Registered
THE FUNNY BONE COMEDY SHOWCASE	Nevada	Bk 35 Pg 777	08/28/2003	Registered
RIDIN' THE RIVER	Nevada	Bk 35 Pg 582	06/05/2003	Registered

Non-United States Trademarks Registrations and Applications

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
GOLDEN NUGGET	Australia	360,192 (360,192)	9/27/1984 (5/13/1981)	Registered
GOLDEN NUGGET	Australia	399,989 (399,989)	5/22/1986 (5/13/1981)	Registered
GOLDEN NUGGET	Australia	399,990 (399,990)	5/22/1986 (5/13/1981)	Registered
GOLDEN NUGGET	Benelux	551,352 (823,335)	3/8/1994	Registered
GOLDEN NUGGET and Design	Benelux	551,633 (824,465)	3/25/1994	Registered
GOLDEN NUGGET	Canada	TMA498,858 (813,563)	8/18/1998 (5/29/1996)	Registered
GOLDEN NUGGET	European Community	389,122 (389,122)	11/26/1998 (10/16/1996)	Registered
GOLDEN NUGGET and Design	European Community	378,745 (378,745)	11/26/1998 (10/16/1996)	Registered
GOLDEN NUGGET	Mexico	555,270 (298,514)	7/31/1997 (6/17/1997)	Registered
GOLDEN NUGGET and Design	Mexico	554,031 (298,513)	7/29/1997 (6/17/1997)	Registered
GOLDEN NUGGET and Design	Mexico	555,271 (298,516)	7/31/1997 (6/17/1997)	Registered

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2004 by GNLV, Corp. (the "Grantor") and each of the entities that becomes a party hereto pursuant to Section 11.8 (Additional Grantors) of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Wells Fargo Bank, National Association as collateral agent for the Secured Parties (as defined below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Poster Financial Group, Inc. (the "Note Issuer") has entered into an Indenture, dated as of December 3, 2003 (as such Indenture may be amended, amended and restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Indenture") between the Note Issuer and HSBC Bank USA, as the indenture trustee (the "Indenture Trustee") pursuant to which the Note Issuer has issued the 8 ³/₄ % Senior Secured Notes due 2011 ("Senior Secured Notes"); and

WHEREAS, all the Grantors are party to a Security Agreement of even date herewith in favor of the Collateral Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Indenture or in the Security Agreement and used herein have the meaning given to them in the Indenture or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (i) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (ii) all reissues, continuations or extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (iv) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

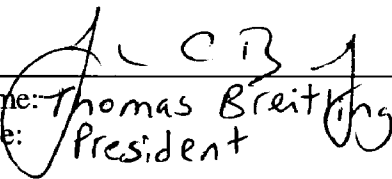
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

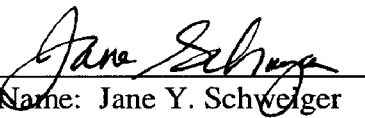
Very truly yours,

GNLV, CORP.,
as Grantor

By: 
Name: Thomas Breitling
Title: President

ACCEPTED AND AGREED
as of the date first above written:

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Jane Y. Schweiger
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

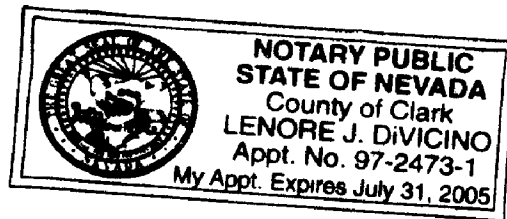
TRADEMARK
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ACKNOWLEDGMENT OF GRANTOR

STATE OF Nevada)
) ss.
COUNTY OF Clark)

On this 21st day of January, 2004 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Thomas Breitling who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lenore J. DiVicino
Notary Public



[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

RECORDED: 01/27/2004

TRADEMARK
REEL: 002910 FRAME: 0328